

1.11. "Term" means the term of this Agreement as detailed in Section 11 herein.

1.13. "Terms of Use" means Rize's terms of use applicable to all users, as amended from time to time, available at <https://rizemoney.com/legal/>.

## **2. Requirements**

2.1 Enrollment in the Rize Affiliate Program. To begin the enrollment process, you must submit a completed Registration Form. The Registration Form will be emailed to you directly via the email address you have previously provided. Rize has sole discretion whether to approve or reject your enrollment to the Rize Affiliate Program. If We agree to enroll You in Our Program, at Our sole discretion, We will make available to You a variety of graphic and textual links (each of these links sometimes being referred to herein as "Links" or, individually, a "Link"), which are subject to the terms and conditions hereof. The Links will serve to identify Your site or social media page as a member of the Rize Affiliate Program and will establish a Link from Your site or e-mail to Ours. In utilizing the Links, You agree that You will cooperate with Us in full in order to establish and maintain such Links. You also agree that You will display on Your site or social media pages(s) only those graphic or textual images (indicating a Link) provided by Us. All Affiliate Sites shall display such graphic and/or textual images prominently in relevant sections of their site or social media page(s). Any information regarding the Program that is going to be displayed on Your site or social media pages(s) must be provided by Us and expressly approved by Us in writing in advance of any display.

2.2 All Links may be modified and/or expanded from time to time throughout the term of this Agreement pursuant to the mutual agreement of the parties hereto. You are not allowed to post any refunds, credits or discounts, or other content concerning Rize, unless We have given You prior written permission in each instance. Any violations of the terms surrounding Links, refunds, or credits shall constitute a material breach of this Agreement, and may result in Us terminating your eligibility to be an Affiliate of Rize and disqualifying you from the Program and/or withholding of Your Referral Rewards.

## **3. Referral Rewards Determination.**

3.1 Under the Affiliate Program, you will be paid a Referral Reward in the amount specified on page 1 of this Agreement for each Referred New Active User that you refer to Rize under the terms set forth below and in accordance with the terms of this Agreement. Each New Active User must meet the following criteria (the "Criteria"):

3.1.1 Each New Active User must be a new and unique Rize user.

3.1.2 Each Affiliate must register by completing and submitting the Registration Form using a valid and unique account and bank account information.

3.1.3 Referral Rewards shall not be paid to the Affiliate for a Referred User that has previously held an account with Rize prior to visiting through the Affiliate.

3.1.4 Each Referred User must connect a valid and active bank account, and be approved by Rize. To generate a Referral Rewards for You, each New Active User must be an active, qualified User of Rize as defined in Section 1 at the time the Referral Rewards are processed and not have closed, or requested to close an account.

3.1.5 Each New Active User must sign up in a manner, which in Our sole judgment, definitively establishes that the New Active User was referred for the first time directly from You to Rize under this Agreement.

3.1.6 Each Referred User must remain in compliance with our Terms of Use, and all applicable policies and guidelines of Rize that are applicable at the time the Referral Rewards are processed.

3.1.7 Rize reserves the right to withhold initial Referral Rewards for Affiliates who have referred New Active Users that are potentially fraudulent as determined by Rize in its sole discretion, in order to determine the legitimacy of Referred Users.

3.1.8 Rize reserves the right to suspend payment of Referral Rewards at any time and indefinitely, if it suspects fraud or Fraudulent Traffic, improper activity or a potential breach of any of the terms in this Agreement by the Affiliate or a Referred User(s). Rize reserves the right to deduct from Affiliate's current and future Referral Rewards any and all Referral Rewards corresponding to any fraudulent, questionable, and cancelled Rize accounts. Where no subsequent Referral Rewards is due and owing, Rize will send Affiliate a bill for the balance of such Referral Rewards set off upon termination of the Affiliate Program or termination of the Referred User.

3.1.9 Rize, in its sole discretion, reserves the right to withhold indefinitely any Referral Rewards, and/or to reverse, deny or reject any Referral Rewards, for: (i) Any New Active User who does not obtain an approved account status within Rize and connect a valid bank account for a period of at least ninety (90) days. (ii) All Referral Rewards generated for accounts that may be subject to Fraudulent Traffic. (iii) Any Referred User(s) deemed to be fraudulent or for which We see a pattern of potentially fraudulent activity, including, without limitation, where there are multiple accounts from the same Referred User, or referral of accounts which do not comply with this Agreement. (iv) Altering Our Links in any way. (v) Affiliates whom we believe may be artificially submitting Referred Users or charging double Referral Rewards, using false advertising, using marketing practices that we deem to be unethical or likely to attract fraudulent signups and/or signups with a very low likelihood of remaining active.

### 3.2 Referral Rewards Accrual and Payments

3.2.1 Subject to the terms of this Agreement, We will pay Referral Rewards equal to the specified dollar amount in accordance with the guidelines set forth below with respect to Referred New Active Users. Referral Rewards accrue on a monthly basis and will be processed and paid within 10 business days after the end of the month in which they accrued as set forth below.

3.2.2 Referral Rewards will accrue and only become payable on a monthly basis once You (i) create a Rize account and connect Your bank account (ii) each Referred User is verified and deemed to have met definition of a New Active User as defined in Section 1 and the Criteria.

3.2.3 All New Active User accounts eligible to result in Referral Rewards under this Section 3 must remain in force pursuant to the terms of this Agreement in order to remain eligible for accrual. Once Referral Rewards have accrued under this Section 3, the amount of such Referral Rewards shall be due and payable to You under the terms set forth below.

3.2.4 Referral Rewards Guidelines – applies to each separate Referred New Active User account created. Referral Rewards will be paid to You on a monthly basis for each individual approved Referred User.

3.2.5 Referral Rewards shall be paid based on the current information in Your Affiliate profile. Please notify us promptly of any change in your address by emailing [hello@rizemoney.com](mailto:hello@rizemoney.com).

#### **4. Disputes.**

Affiliate specifically agrees to file any tracking or Referral Rewards disputes as well as any other disputes and discrepancies within 45 days after the end of the month in which the Referral Rewards, Referred User activation, or event that is disputed occurred. Disputes filed after more than 45 days of the date on which the specified event occurred will not be accepted by Rize and Affiliate forfeits forever any rights to a potential claim.

#### **5. Taxes/Address Changes.**

5.1 It is Your responsibility to provide Rize with accurate tax and payment information that is necessary to issue a Referral Rewards to You.

5.2 You are responsible for the payment of all applicable taxes related to the Referral Rewards you receive under this Agreement.

5.3 You are responsible for informing Rize of changes to postal and e-mail addresses, as well as any changes to your name, email address, contact information, tax identification number, or other personal information that will impact Rize's ability to issue a valid Referral Rewards payment.

#### **6. Obligations Regarding Your Site and Social Media Page(s).**

You will be solely responsible for the development, operation, and maintenance of Your site and social media page(s) and for all materials that appear on Your site and social media page(s). Such responsibilities include, but are not limited to, the technical operation of Your site and social media page(s) and all related equipment; content, descriptions, and references on Your site and social media page(s) and linking those descriptions to Our website; the accuracy and propriety of materials posted on Your site and social media page(s); ensuring that materials posted on Your site and social media page(s) do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters and You shall indemnify Us for any and all claims, losses, suits, demands liabilities, costs or expenses howsoever arising due to any misappropriation, infringement of a third party right or violation of any of your undertaking or warranties set forth in this Section 6 above. You further represent, warrant, covenant and agree that You will not use Rize or Our website to engage in or promote any prohibited activity and undertake to comply will all state and federal laws, rules and regulation applicable to the operation of Your business.

#### **7. Rize Responsibilities.**

We will be responsible for providing all information necessary to allow You to make appropriate Links from Your site to Our site. Rize will be solely responsible for maintaining accounts created by a Referred New Active User following a Link from Your site, including but not limited to payment processing, cancellations, and related Rize service. Rize shall also be responsible for tracking the volume and amount of Referred New Active Users generated by Your site, and for providing information to Affiliates regarding New Active User statistics.

#### **8. Policies and Pricing.**

Referred Users who create a Rize Account through the Affiliate Network will be deemed to be Our users. Accordingly, all of Our rules, policies, and operating procedures concerning Rize terms and service will apply to those Referred Users.

## **9. E-mails and Publicity.**

You shall not create, publish, transmit or distribute, under any circumstances, any bulk electronic mail messages (also known as "SPAM"). The content of any e-mail message shall be subject to Section 11 below. You may only send e-mails containing a Rize Affiliate link and or a message regarding Rize or Rize's Affiliate Program to person(s) who have been previously contacted and who have consented to receipt of e-mails from You. Failure by You to abide by this section in any manner, will be deemed a material breach of this Agreement by You and foreclose any and all rights you may have to any Referral Rewards.

## **10. Licenses and Use of the Rize Marks.**

10.1 Subject to the limitations set forth in Section 2 above and otherwise in this Agreement, we grant you a non-exclusive, non-transferable, revocable limited license to (i) access the Rize Site through the Links solely in accordance with the terms of this Agreement and (ii) solely in connection with such Links, to use the Rize Marks (but only in the form(s) that they are provided by Us), for the sole purpose of promoting or referring New Active Users from the Affiliate Site and as approved in advance by Us. You may not alter, modify, or change the Rize Marks in any way.

10.2 You agree not to use the Rize Marks in any manner that is disparaging or that otherwise portrays Rize, any hosted member of Rize or any Rize employee or representative in a negative light. We reserve all of Our rights in the Rize Marks and of Our other proprietary rights. We may revoke Your license at any time, by giving You written notice. If not revoked, this license shall terminate upon expiration or termination of this Agreement.

10.3 You grant to Us a non-exclusive, royalty free, worldwide license to utilize Your names, titles, and logos, as the same may be amended from time to time (the "Affiliate Trademarks"), to advertise, market, promote, and publicize in any manner Our rights hereunder; provided, however, that We shall not be required to so advertise, market, promote, or publicize the Affiliate Trademarks. This license shall terminate upon the expiration or termination of this Agreement.

## **11. Term and Termination.**

11.1 The Term of this Agreement will commence upon Our acceptance of Your application to enroll to our Affiliate Program and acceptance of Your Registration Form and will end when terminated by either party. Either You or Rize may terminate this Agreement at any time, with or without cause, upon a 14-day written notice. You are only eligible to earn Referral Rewards on New Active Users occurring during the Term. We reserve the right to withhold Your Referral Rewards for a reasonable time to ensure that all New Active Users are valid and active for 30 days after termination of the term.

11.2 Any Affiliate who violates either this Agreement or Rize's Terms of Use will immediately forfeit any right to any and all accrued Referral Rewards and will be removed from the Rize Affiliate Program.

11.3 Rize reserves the right to remove an Affiliate from the Affiliate Program, and to terminate or suspend this Agreement, at any time for any reason, in Rize's sole discretion.

11.4 Without limitation, Affiliate's participation in the Program, and this Agreement, shall be deemed automatically terminated and all Referral Rewards forfeited upon Affiliate's violation of any of the terms of this Agreement, Rize's Terms of Use or of any applicable law or regulation.

**12. Modification.**

We may modify any of the terms and conditions contained in this Agreement at any time in Our sole discretion. Such modifications shall take effect when posted on Our site. Rize, in its sole discretion, reserves the right to notify You by e-mail and further reserves the right to withhold notification of any changes made to this Agreement.

**13. Disclaimers.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOTH PARTIES DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, NON-INTERFERENCE, SYSTEM INTEGRATION OR ACCURACY OF ANY INFORMATION PROVIDED HEREUNDER. RIZE WILL NOT BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE SERVICES.

**14. Limitation of Liability**

RIZE, ITS PARENT COMPANY AND SUBSIDIARIES AND ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS OR SUPPLIERS WILL NOT, UNDER ANY CIRCUMSTANCE, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, RIZE ITS SUBSIDIARIES AND ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS OR SUPPLIERS WILL NOT BE HELD LIABLE FOR ANY LOSSES OF ANY KIND THAT MAY RESULT DUE TO DOWNTIME AND/OR THE AVAILABILITY OF THE RIZE SITE OR THE AFFILIATE PROGRAM AND/OR ANY OTHER THIRD PARTY DOWNTIME. RIZE'S AGGREGATE TOTAL LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE PROGRAM WILL NOT EXCEED IN ANY EVENT THE TOTAL REFERRAL REWARDS PAID TO YOU UNDER THIS AGREEMENT DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

**15. Relationship of the Parties.**

You and Rize are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on Our behalf. You will not make any statement, whether on Your site or otherwise, that reasonably would contradict anything in this Section.

**16. Indemnification**

You hereby agree to indemnify and hold harmless Us and Our parent company, subsidiaries, and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that Our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other

proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by You herein, (iii) any claim related to Your site, including, without limitation, its development, operation, maintenance and content therein not attributable to Us or (iv) Affiliate engaging in any prohibited activity.

**17. Confidentiality**

Each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, Rize and Rize’s information, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party any obligation of confidentiality to the disclosure hereunder.

**18. Governing Law and Jurisdiction**

This Agreement will be construed and enforced in accordance with the laws of the State of Delaware and without regard to the principles of conflicts of law. The sole and exclusive jurisdiction for any arbitration or litigation regarding this Agreement will be in the state and federal courts in Delaware.

I INDICATE MY APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME AN AFFILIATE UNDER THESE TERMS AND CONDITIONS BY COMPLETING AND SUBMITTING THE AFFILIATE PROGRAM SIGNUP FORM, BY SUBMITTING PROPOSED REFERRED USERS OR QUALIFYING PURCHASES TO US UNDER OUR AFFILIATE PROGRAM AND/OR BY COLLECTING REFERRAL REWARDS FROM US.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective on the date accepted by Rize as indicated below.

**AFFILIATE**

AFFILIATE NAME (if company):

\_\_\_\_\_

BY (signature):

\_\_\_\_\_

NAME & TITLE:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

Accepted By:

**RIZE**

By: (Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_